

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LEYVI DOMINGUEZ,

Plaintiff,

v.

PRIMI PIATTI, INC. d/b/a MAMBO
ITALIANO and ANGELO LAIOS,

Defendants.

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1:15-CV-04192-ELR

ORDER

Presently before the Court is Plaintiff's Motion for Settlement Enforcement.

[Doc. 16]. For the reasons stated herein, the Court grants Plaintiff's Motion.

Plaintiff brought this action pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (the "FLSA") against Defendants Primi Piatti, Inc. d/b/a Mambo Italiano and Angelo Laios for failure to pay earned wages and overtime. [Doc. 1]. On September 16, 2016, the Parties resolved all outstanding issues and reached a written and signed agreement (the "Settlement Agreement") to settle this matter for a sum certain. [Doc. 14-1]. The agreement requires Defendants to pay \$19,000.00 to Plaintiff. [Id.] This Court approved the parties' Settlement Agreement on September 19, 2016. [Doc. 15]. On November 3, 2016, Plaintiff

filed a Motion to Enforce Settlement, alleging that Defendants paid only \$4,000.00 to Plaintiff, which is \$15,000.00 less than required by the Settlement Agreement. Pl.'s Mot. to Enforce Settlement at ¶¶ 9, 10 [Doc. 16]. Further, Plaintiff requested that the Court award Plaintiff reasonable attorneys' fees in the amount of \$1,317.50 for pursuing the outstanding settlement. Id. at ¶ 15.

Defendants responded to Plaintiff's Motion, explaining that Defendants paid an additional \$4,000.00 to Plaintiff and remain obligated for the remaining \$11,000.00. Defs.' Resp. to Pl.'s Mot. to Enforce Settlement at 1 [Doc. 17]. Defendants indicated that Defendant Laios intended to pay the remaining settlement obligations by the end of January 2017. Id. at 2. Defendants have made no further payments.¹

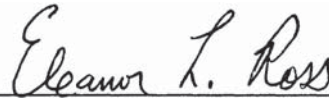
The Court has reviewed the parties' briefs and grants Plaintiff's Motion to Enforce Settlement. The Court directs Defendants to pay Plaintiff \$11,000.00 pursuant to the Settlement Agreement. With regard to attorneys' fees, the Court has reviewed Plaintiff's Motion and supporting affidavit and finds that the fees

¹ Defendants' counsel, Mr. Mitchell Scott Allen, withdrew from this case on August 7, 2017, after the Motion for Settlement Enforcement had been fully briefed. [Doc. 22]. The Court stayed the case and ordered Defendant Laios to notify the court of appointment of another attorney or his decision to represent himself and appear *pro se*. [Id. at 1]. The Court further directed Defendant Primi Piatti, Inc. to advise the Court as to its designated counsel, and warned that failure to designate counsel for Primi Piatti, Inc. may result in a default being entered against it or other sanctions. [Id. at 2]. Both Mr. Laios and Primi Piatti, Inc. have failed to advise the Court of its current representation.

requested are reasonable. Therefore, the Court grants Plaintiff's Motion and awards attorneys' fees in the amount of \$1,317.50.

Accordingly, the Court **LIFTS THE STAY** in this case [Doc. 22] and **GRANTS** Plaintiff's Motion for Settlement Enforcement [Doc. 16]. The Court **ORDERS** Defendants to pay \$11,000 to Plaintiff and \$1,317.50 to Plaintiff's counsel within thirty (30) days from the date of entry of this order.

SO ORDERED, this 13th day of September, 2017.

A handwritten signature in cursive script that reads "Eleanor L. Ross". The signature is written in dark ink on a light-colored background.

Eleanor L. Ross
United States District Judge
Northern District of Georgia